

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VetCor Professional Practices LLC		02/01/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Management LLC, as Administrative Agent		
Street Address:	551 Madison Avenue		
Internal Address:	6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2622015	VETCOR	
Registration Number:	2892369	V	
Registration Number:	3461901		
Registration Number:	3461904		
Registration Number:	3589816		
CORRESPONDENCE DATA			
Fax Number:	(312)577-4688		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		

CH \$140.00 2622015

900153608

**TRADEMARK
 REEL: 004141 FRAME: 0538**

ATTORNEY DOCKET NUMBER:	337968-00023
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	02/01/2010
Total Attachments: 6 source=trademark security agreement#page1.tif source=trademark security agreement#page2.tif source=trademark security agreement#page3.tif source=trademark security agreement#page4.tif source=trademark security agreement#page5.tif source=trademark security agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 1, 2010, is by **VETCOR PROFESSIONAL PRACTICES LLC**, a Delaware limited liability company (the “Grantor”), in favor of **GOLUB CAPITAL MANAGEMENT LLC**, a Delaware limited liability company, as administrative agent (in such capacity, the “Grantee”), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 2** annexed hereto; and

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to Grantor and the other Loan Parties by the Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Grantor, Grantee, and the other Persons party thereto as “Grantors” thereunder, Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark licenses, and all proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) each Trademark license referred to in **Schedule 2** annexed hereto;

(3) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(4) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark or Trademark registration owned by Grantor including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto and the Trademarks licensed under any Trademark license referred to in **Schedule 2** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Trademark Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

VETCOR PROFESSIONAL PRACTICES LLC,
a Delaware limited liability company

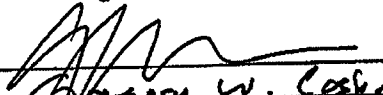
By:  _____

Name: Peter R. DeFeo

Title: Senior Vice President and Secretary

Acknowledged:

GOLUB CAPITAL MANAGEMENT LLC,
a Delaware limited liability company, as
Administrative Agent

By: 
Name: Gregory W. Coskran
Title: Secretary

Schedule 1
to
Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

Trademark Schedule:

<u>Name of Owner</u>	<u>Trademark</u>	<u>Reg. #</u>	<u>Reg. Date</u>
VetCor Professional Practices LLC	VETCOR	2,622,015	9/17/02
VetCor Professional Practices LLC	Veterinary Caduceus Design Mark	2,892,369	10/12/04
VetCor Professional Practices LLC	Cats and Dogs Logo	3,461,901	7/8/08
VetCor Professional Practices LLC	Cats and Dogs Logo	3,461,904	7/8/08
VetCor Professional Practices LLC	Cats and Dogs Logo	3,589,816	3/17/09

FOREIGN TRADEMARK REGISTRATIONS

None

U.S. TRADEMARK APPLICATIONS

None

FOREIGN TRADEMARK APPLICATIONS

None

Schedule 2
to
Trademark Security Agreement

TRADEMARK LICENSES

None.